

Exhibit 39

Part B

AMENDMENT TO ADVERTISING INJURY AND PERSONAL INJURY

IV. Section V. - **DEFINITIONS**, definition K., "Personal injury", is deleted and replaced by the following:

K. "Personal injury" means injury, including consequential "bodily injury", that is other than "advertising injury" and arises out of one or more of the following offenses during the policy period:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy; or
6. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items K.1. through K.5. of this definition.

V. The following definition is added to Section V. - **DEFINITIONS**:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

This endorsement does not change any other provision of the policy.

CU 60 26 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability of any "Insured" covered under this policy to any other "Insured" covered under this policy.

This endorsement does not change any other provision of the policy.

CU 60 26 06 97

CU 61 06 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY - FOLLOWING FORM

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any "auto," except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

CU 61 06 06 97

CU 61 33 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability within or arising out of the "products-completed operations hazard."

This endorsement does not change any other provision of the policy.

CU 61 33 06 97

CU 61 50 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIMITATION ENDORSEMENT

Exclusions **IV.F.** and **IV.G.** are deleted from this policy and the following exclusion is added to Section **IV - EXCLUSIONS**:

1.
 - a. Any liability assumed by any "Insured" under any "insured contract";
or
 - b. Any "property damage":
 - (1) to "your product" arising out of it or any part of it;
 - (2) to "your work" arising out of it or any part of it and included in the "products-completed operations hazard"; (but this Subparagraph (2) does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor);
 - (3) to property leased or rented to, occupied or used by or in the care, custody or control of any "Insured" or as to which any "Insured" is for any purpose exercising physical control;
 - (4) arising out of:
 - (a) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - (b) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - (c) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling, or pile driving;

except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

2. Any liability arising out of:
 - a. any project insured under a wrap-up or any similar rating plan; or
 - b. the rendering of or failure to render any professional services, including but not limited to:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) supervisory, inspection, architectural or engineering activities.

This endorsement does not change any other provision of the policy.

CU 61 50 06 97

CU 61 53 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT LIABILITY - FOLLOWING FORM

The following exclusion is added to Section IV - EXCLUSIONS:

Any actual or alleged act, error, or omission in the administration of any "Insured's" Employee Benefit Programs, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

CU 61 53 06 97

CU 63 69 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - AMENDATORY ENDORSEMENT

Section II. - LIMITS OF INSURANCE Paragraph F. is deleted and the following is added:

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. Limits of this policy will be increased in proportion to any policy extension provided in accordance with this paragraph.

Section III. - Defense Paragraph A. is deleted and the following condition is added:

- A. We will have the right and duty to investigate any claim and defend any suit, even if any of the allegations of the claim or suit are groundless, false or fraudulent, seeking damages covered by the terms and conditions of this policy when:
1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limits Of Insurance of any other insurance providing coverage to the "Insured" have been exhausted by actual payment of claims for any "occurrence" to which this policy applies; or
 2. damages are sought for any "occurrence" which is covered by this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other insurance providing coverage to the "Insured."

Section III. - Defense Paragraph C. is deleted and the following condition is added:

- C. Transfer of duties when a Limit of Insurance is used up.
1. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:
 - a. Umbrella Occurrence Limit; or
 - b. Umbrella Aggregate Limitis likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
 2. When a Limit of Insurance described in Paragraph 1. above has actually been used up in the payment of judgments or settlements:
 - a. We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (1) such a limit has actually been used up; and
 - (2) our duty to defend "suits" seeking damages subject to that limit has also ended.
 - b. We will initiate, and cooperate in, the transfer of control, to any appropriate "Insured," of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That "Insured" must cooperate in the transfer of control of said claims and "suits." We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of such "suits" until such transfer is completed, provided the appropriate "Insured" is cooperating in completing such transfer. We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after the Limit of Insurance has been used up.
 - c. The first Named Insured and any other "Insured" involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate "Insured" and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

CU 63 69 06 97

Page 1 of 2

3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b above.

The duty of the first Named Insured to reimburse us will begin on:

- a. the date on which the applicable Limit of Insurance is used up, if we send notice in accordance with Paragraph 1. above; or
 - b. the date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.
4. The exhaustion of any Limit of Insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

Section V. - DEFINITIONS H. "loading" and "unloading" is deleted from this policy.

Section VI. - CONDITION F. Paragraph 2. is deleted and the following condition is added:

If a "claim" or "suit" against any "insured" is reasonably likely to involve this policy, you must notify us or an agent of ours in New York State in writing as soon as practicable.

Section VI. - CONDITION H. Paragraph 2. is deleted and the following condition is added:

2. the amount you owe has been determined by settlement with our consent.

Retained Limit Consent

We, the company, cannot settle any claim or suit that involves the retained limit you are legally obligated to pay without your consent.

Workers' Compensation

Any reference to Workers' Compensation or Employers' Liability is strictly applicable to employees who are not subject to New York Workers' Compensation Law.

Section VI. - CONDITIONS Paragraph A. Appeals is deleted and the following is added:

A. Appeals

If the "insured" or an "insured's" underlying insurers do not appeal a judgment in excess of the "retained limit," we have the right to make such an appeal. If we elect to appeal, we will be liable for the costs and interest incidental to this appeal.

CU 62 05 09 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

Section VI - CONDITION D. CANCELLATION, Paragraphs 1., 2., 3., and 5. are deleted and the following conditions are added to SECTION VI - CONDITIONS:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. a. **CANCELLATION FOR POLICIES IN EFFECT 60 DAYS OR LESS**

Named We may cancel this policy by mailing or delivering to the first Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph (2) below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons;
 - (a) Non-payment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
 - (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
 - (e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
 - (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

b. CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph 2.a.(2)

above,

provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the

total

policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

The following CONDITIONS are added and supersede any provisions to the contrary;

If one of the reasons for cancellation in Paragraph 2.a.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

CU 62 05 09 01

Page 2 of 2

NONRENEWAL

If we decide not to renew this policy, we will send notice as provided in the NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL section below.

CONDITIONAL RENEWAL

If we conditionally renew this policy subject to a:

1. Change of limits;
2. Change in type of coverage;

3. Reduction of coverage;
4. Increased deductible;
5. Addition of exclusion; or
6. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss ratings, retrospective rating or audit;

we will send notice as provided in the NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL section below.

NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

1. If we decide not to renew this policy or to conditionally renew this policy as provided in the Nonrenewal and Conditional Renewal paragraphs above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
 - a. The expiration date; or
 - b. The anniversary date if this is a continuous policy.
2. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
4. If we violate any of the provisions of Paragraphs 1., 2. or 3. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - a. Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.
 - b. On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

5. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

The following provisions apply when the following is made a part of this policy:

Commercial Umbrella Coverage Form

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Notices Of Nonrenewal And Conditional Renewal paragraph 4. above.
2. The last sentence of Paragraph F. in SECTION II - LIMITS OF INSURANCE does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

The following provisions apply when the following is made a part of this policy:

Excess Liability Coverage Form

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Notices Of Nonrenewal And Conditional Renewal paragraph 4. above.
2. The last sentence of Paragraph B.5. in SECTION II - LIMITS OF INSURANCE does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



9450 Seward Road, Fairfield, Ohio 45014

UMBRELLA POLICY CHANGE ENDORSEMENT

COMPANY THE OHIO CASUALTY INSURANCE COMPANY		POLICY NUMBER BXO (03) 52 69 35 48					
NAMED INSURED & MAILING ADDRESS ITEM 1.		AGENT'S NAME & ADDRESS 1810 31 00 6454					
G.M. CROCETTI, INC. 3960 MERRITT AVE BRONX NY 10466 2502		TELEPHONE: (516) 733-7400 ATLANTIC STAR INTERMEDIARIES 390 N BROADWA JERICHO NY 11753-2125					
TRANSACTION 2 (04/30/02)		POLICY TERM 03/31/02 TO 03/31/03					
		TRANSACTION EFFECTIVE 03/31/02					
<p>PURPOSE OF ENDORSEMENT: AMENDING GL AND AUTO POLICIES.</p> <p>POLICY DECLARATIONS SCHEDULES CHANGED BY THIS TRANSACTION</p> <table border="0"> <thead> <tr> <th>PAGE</th> <th>TITLE</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>UMBRELLA DECLARATIONS</td> </tr> </tbody> </table> <p>NO CHARGE FOR THIS ENDORSEMENT</p>				PAGE	TITLE	2	UMBRELLA DECLARATIONS
PAGE	TITLE						
2	UMBRELLA DECLARATIONS						
81		CONTINUED ON PAGE 2					

OC70080901 CLASS E

ACCOUNT NAME: G M CROCETTI

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

SCHEDULE OF
UNDERLYING INSURANCECARRIER, POLICY
NUMBER AND PERIOD

TYPE OF COVERAGE

LIMITS OF INSURANCE

WESTCHESTER
FIRE INS. CO.
GLN691065
03/31/02 TO 03/31/03

GENERAL LIABILITY

(X) OCCURRENCE FORM

() CLAIMS MADE FORM

\$1,000,000
EACH OCCURRENCE
LIMIT\$1,000,000
PERSONAL AND
ADVERTISING INJURY
LIMIT\$2,000,000
GENERAL AGGREGATE
LIMIT\$1,000,000
PRODUCTS/COMPLETED
OPERATIONS
AGGREGATE LIMITTRAVELERS
INDEMNITY
7EECAP307T0463TCT02
03/31/02 TO 03/31/03

AUTOMOBILE LIABILITY

(X) COMBINED SINGLE
LIMITS\$1,000,000
EACH ACCIDENTNY STATE FUND
12503579
05/01/01 TO 05/01/02

EMPLOYERS LIABILITY

BODILY INJURY
BY ACCIDENT
\$100,000
EACH ACCIDENTBODILY INJURY
BY DISEASE
\$500,000
POLICY LIMIT\$100,000
EACH EMPLOYEE*
*
*
*
*
*

TRANS:0002

CONTINUED ON PAGE 3

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

BURLINGTON INS.	:EMPLOYEE BENEFITS	: \$1,000,000
TO BE DETERMINED	: LIABILITY	: EACH CLAIM
03/31/02 TO 03/31/03	:	:
:	:	: \$1,000,000
:	:	: AGGREGATE
:	:	:
:	:	:

0076040801 CLASS F

TRANS:0002

END OF DECLARATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



9450 Seward Road, Fairfield, Ohio 45014

UMBRELLA POLICY CHANGE ENDORSEMENT

COMPANY THE OHIO CASUALTY INSURANCE COMPANY		POLICY NUMBER BXO (03) 52 69 35 48	
NAMED INSURED & MAILING ADDRESS ITEM 1.		AGENT'S NAME & ADDRESS 1810 31 00 6454	
G.M. CROCETTI, INC. 3960 MERRITT AVE BRONX NY 10466 2502		TELEPHONE: (516) 733-7400 ATLANTIC STAR INTERMEDIARIES 390 N BROADWA JERICHO NY 11753-2125	
TRANSACTION 3 (05/15/02)		POLICY TERM 03/31/02 TO 03/31/03	
		TRANSACTION EFFECTIVE 03/31/02	
PURPOSE OF ENDORSEMENT: AMENDED EMPLOYEE BENEFITS SCHEDULE OF UNDERLYING. ADDED CU63110697 TRANSFER OF RIGHTS.			
POLICY DECLARATIONS SCHEDULES CHANGED BY THIS TRANSACTION			
PAGE	TITLE		
2	FORMS AND ENDORSEMENTS		
3	UMBRELLA DECLARATIONS		
NO CHARGE FOR THIS ENDORSEMENT			
<div style="text-align: center;">81 CONTINUED ON PAGE 2</div>			

OC7080801 CLASS E

ACCOUNT NAME: G M CROCETTI

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

SCHEDULE OF FORMS AND ENDORSEMENTS

FORMS/ENDORSEMENTS APPLICABLE TO THIS POLICY

CU60020697	CU60050697	CU60060499	CU60260697
CU61060697	CU61330697	CU61500697	CU61530697
CU62050901	*CU63110697	CU63690697	
* * * * *	* * * * *	* * * * *	* * * * *

OC70040801 CLASS E

TRANS:0003

CONTINUED ON PAGE 3

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

SCHEDULE OF
UNDERLYING INSURANCE

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
WESTCHESTER FIRE INS. CO. GLN691065 03/31/02 TO 03/31/03	GENERAL LIABILITY (X) OCCURRENCE FORM () CLAIMS MADE FORM	\$1,000,000 EACH OCCURRENCE LIMIT \$1,000,000 PERSONAL AND ADVERTISING INJURY LIMIT \$2,000,000 GENERAL AGGREGATE LIMIT \$1,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT
TRAVELERS INDEMNITY 7EECAP307T0463TCT02 03/31/02 TO 03/31/03	AUTOMOBILE LIABILITY	(X) COMBINED SINGLE LIMITS \$1,000,000 EACH ACCIDENT
NY STATE FUND 12503579 05/01/01 TO 05/01/02	EMPLOYERS LIABILITY	BODILY INJURY BY ACCIDENT \$100,000 EACH ACCIDENT BODILY INJURY BY DISEASE \$500,000 POLICY LIMIT \$100,000 EACH EMPLOYEE

TRANS:0003

CONTINUED ON PAGE 4

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

WESTCHESTER FIRE
INS. CO.
GLN691065
03/31/02 TO 03/31/03

:EMPLOYEE BENEFITS
:LIABILITY

: \$1,000,000
: EACH CLAIM

: \$1,000,000
: AGGREGATE

*
*
*
*
*
*

CLASS E
0070040801

TRANS:0003

END OF DECLARATIONS

FUE TYN1

1810 04/24/02 71513

HOME OFFICE COPY

PAGE: 4

CU 63 11 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US AMENDMENT

SECTION VI - CONDITION M. Transfer Of Rights Of Recovery Against Others To Us is amended to include the following:

This insurance will not be invalidated should the "Insured" waive in writing prior to loss any and all rights of recovery against all subsidiary and affiliated organizations of the Named Insured for loss occurring to any and all coverages provided by this policy.

This endorsement does not change any other provision of the policy.

CU 63 11 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



9450 Seward Road, Fairfield, Ohio 45014

UMBRELLA POLICY CHANGE ENDORSEMENT

COMPANY THE OHIO CASUALTY INSURANCE COMPANY		POLICY NUMBER BXO (03) 52 69 35 48
NAMED INSURED & MAILING ADDRESS ITEM 1.	AGENT'S NAME & ADDRESS 1810 31 00 6454	
G.M. CROCKETT, INC. 3960 MERRITT AVE BRONX NY 10466 2502	TELEPHONE: (516) 733-7400 ATLANTIC STAR INTERMEDIARIES 390 N BROADWA JERICHO NY 11753-2125	
TRANSACTION 4 (05/16/02)	POLICY TERM 03/31/02 TO 03/31/03	
	TRANSACTION EFFECTIVE 05/01/02	

PURPOSE OF ENDORSEMENT:
AMENDED EMPLOYERS LIABILITY POLICY
TERM TO 5/1/02-3/31/03

POLICY DECLARATIONS SCHEDULES CHANGED BY THIS TRANSACTION

PAGE TITLE

2 UMBRELLA DECLARATIONS
NO CHARGE FOR THIS ENDORSEMENT

OC70009801 CLASS E

81

CONTINUED ON PAGE 2

ACCOUNT NAME: G M CROCKETT

FUE TYN1

1810 04/24/02 71513

HOME OFFICE COPY

PAGE: 1

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

SCHEDULE OF
UNDERLYING INSURANCECARRIER, POLICY
NUMBER AND PERIOD

TYPE OF COVERAGE

LIMITS OF INSURANCE

WESTCHESTER
FIRE INS. CO.
GLN691065
03/31/02 TO 03/31/03

GENERAL LIABILITY

(X) OCCURRENCE FORM

() CLAIMS MADE FORM

\$1,000,000
EACH OCCURRENCE
LIMIT\$1,000,000
PERSONAL AND
ADVERTISING INJURY
LIMIT\$2,000,000
GENERAL AGGREGATE
LIMIT\$1,000,000
PRODUCTS/COMPLETED
OPERATIONS
AGGREGATE LIMITTRAVELERS
INDEMNITY
7EECAP307T0463TCT02
05/01/02 TO 03/31/03

AUTOMOBILE LIABILITY

(X) COMBINED SINGLE
LIMITS\$1,000,000
EACH ACCIDENTNY STATE FUND
12503579
05/01/01 TO 05/01/02

EMPLOYERS LIABILITY

BODILY INJURY
BY ACCIDENT
\$100,000
EACH ACCIDENTBODILY INJURY
BY DISEASE
\$500,000
POLICY LIMIT\$100,000
EACH EMPLOYEE*
*
*
*
*
*

TRANS:0004

CONTINUED ON PAGE 3

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

WESTCHESTER FIRE	:	EMPLOYEE BENEFITS	:	\$1,000,000
INS. CO.	:	LIABILITY	:	EACH CLAIM
GLN691065	:		:	
03/31/02 TO 03/31/03	:		:	\$1,000,000
	:		:	AGGREGATE
	:		:	
	:		:	

TRANS:0004

END OF DECLARATIONS

OC70040801 CLASS F

FUE TYN1

1810 04/24/02 71513

HOME OFFICE COPY

PAGE: 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



9450 Seward Road, Fairfield, Ohio 45014

UMBRELLA POLICY CHANGE ENDORSEMENT

COMPANY THE OHIO CASUALTY INSURANCE COMPANY		POLICY NUMBER BXO (03) 52 69 35 48
NAMED INSURED & MAILING ADDRESS ITEM 1.	AGENT'S NAME & ADDRESS 1810 31 00 6454	
G.M. CROCETTI, INC. 3960 MERRITT AVE BRONX NY 10466 2502	TELEPHONE: (516) 733-7400 ATLANTIC STAR INTERMEDIARIES 80 SOUTH ST NEW YORK NY 10038-4970	
TRANSACTION 5 (08/05/02)	POLICY TERM 03/31/02 TO 03/31/03	TRANSACTION EFFECTIVE 05/01/02

PURPOSE OF ENDORSEMENT:

AMENDED SCHEDULE OF UNDERLYING POLICIES:

GL - #GLN591055

AL - #UEECAP30710483TCT02, EFFECTIVE 3/31/02-3/31/

03

EL - EFFECTIVE 5/1/02-05/01/03

POLICY DECLARATIONS SCHEDULES CHANGED BY THIS TRANSACTION

PAGE TITLE

2 UMBRELLA DECLARATIONS

NO CHARGE FOR THIS ENDORSEMENT

OC70050001 CLASS F

81

CONTINUED ON PAGE 2

ACCOUNT NAME: G M CROCETTI

FUE TYN1

1810 04/24/02 71513

HOME OFFICE COPY

PAGE: 1

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

SCHEDULE OF
UNDERLYING INSURANCECARRIER, POLICY
NUMBER AND PERIOD

TYPE OF COVERAGE

LIMITS OF INSURANCE

WESTCHESTER
FIRE INS. CO.
GLN591055
03/31/02 TO 03/31/03

GENERAL LIABILITY

(X) OCCURRENCE FORM

() CLAIMS MADE FORM

\$1,000,000
EACH OCCURRENCE
LIMIT\$1,000,000
PERSONAL AND
ADVERTISING INJURY
LIMIT\$2,000,000
GENERAL AGGREGATE
LIMIT\$1,000,000
PRODUCTS/COMPLETED
OPERATIONS
AGGREGATE LIMITTRAVELERS
INDEMNITY INS. CO.
7EECAP30710483TCT02
03/31/02 TO 03/31/03

AUTOMOBILE LIABILITY

(X) COMBINED SINGLE
LIMITS\$1,000,000
EACH ACCIDENTNY STATE
INSURANCE FUND
12503579
05/01/02 TO 05/01/03

EMPLOYERS LIABILITY

BODILY INJURY
BY ACCIDENT
\$100,000
EACH ACCIDENTBODILY INJURY
BY DISEASE
\$500,000
POLICY LIMIT\$100,000
EACH EMPLOYEE

TRANS:0005

CONTINUED ON PAGE 3

POLICY DECLARATIONS

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (03) 52 69 35 48

INTERNAL USE

WESTCHESTER FIRE	:	EMPLOYEE BENEFITS	:	\$1,000,000
INS. CO.	:	LIABILITY	:	EACH CLAIM
GLN691065	:		:	
03/31/02 TO 03/31/03	:		:	\$1,000,000
	:		:	AGGREGATE
	:		:	
	:		:	

TRANS:0005

END OF DECLARATIONS

DC70040801 CLASS F